

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Tri-State Paper, Inc.

Case No. 24-13237-PMM
Chapter 11

Debtor.

Exhibit A

October 20, 2023

Mr. John Pataccio
Tri-State Paper, Inc.
4500 N 3rd Street
Philadelphia, PA 19140

Re: *Bankruptcy Representation*

Dear Mr. Pataccio:

We are honored that you have selected us to represent Tri-State Paper, Inc. as insolvency and bankruptcy counsel. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost. This letter agreement outlines the basis upon which we will provide legal services to you, and confirms our understanding with respect to payment of legal fees, costs and expenses incurred in conjunction with such representation.

1. **Scope of Services; Client Duties.** You are hiring us as attorneys to represent Tri-State Paper, Inc. as bankruptcy counsel in a Chapter 11 case. We will keep you informed of the progress of your case and respond to your inquiries. You agree to be truthful with us, to cooperate, to keep us informed of any developments, to abide by this Agreement, to pay our bills, and to keep us advised of your current contact information.

2. **Retainer.** For us to begin our representation, we require a retainer in the amount of \$40,000.00, which includes the \$1,738.00 filing fee. This retainer will be deposited in our attorney trust account but we may draw on it, up to its full amount, as and when we deem appropriate, subject to Court approval of post-petition fees. You agree to advance additional retainers as requested. If any portion of the amount paid is deemed not earned when paid, you grant us an attorney's lien on such funds to the extent of our fees and costs. Any unused portion of the retainer at the conclusion of our representation will be refunded to you or the party who advanced it. All payments must be in the form of a cashier's or treasurer's check or money order. Personal checks are not accepted.

3. **Legal Fees and Billing Practices.** The Code of Professional Responsibility of the American Bar Association suggests that professional fees reflect a number of factors, including the number of attorney hours incurred, the relative experience of the attorney(s) performing the services, the difficulty of the matter, and the results obtained for the client. Our professional fees are usually determined by multiplying the actual number of hours incurred by the hourly billing rate. However, in accordance with the Code of Professional Responsibility, we reserve the right, subject to Court approval, to make upward or downward adjustments to these hourly determinations as may be appropriate given the circumstances. From time to time, our hourly billing rates will change. We will notify you of any changes in the firm's hourly rate structure. The minimum billing unit is one-tenth of an hour, and services will be recorded and billed in one-tenth of an hour increments.

We will charge you for all activities undertaken in providing legal services to you under this Agreement, including but not limited to the following: conferences, including preparation and participation; preparation and review of correspondence, e-mail and other documents; legal research and analysis; court and other appearances, including preparation and participation; and

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communications, including communications with you, other attorneys or persons involved with this matter, governmental agencies and any other party or person contact with whom is advisable for our representation. The legal personnel assigned to this matter may confer among themselves about the matter, as required. When they do confer, each will charge for the time expended. If more than one of our legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent only if it is necessary in our judgment to have two or more personnel at the meeting, hearing or proceeding. We charge for waiting and travel time, both local and out of town.

Currently our hourly rates range from \$200 per hour for paralegals/legal assistants to \$750 for our most senior lawyers. As a senior attorney in the Firm, my hourly rate is presently \$750. The hourly rate for associate attorney Michael Assad is \$350. You agree to pay our fees and costs based upon our then prevailing hourly rates and charges at the time the services are rendered.

You hereby authorize the secure destruction of your file five years after it is closed, and agree that we shall have no liability for destroying any records, documents, or exhibits still in its possession and relating to this matter at the end of five years. All future work for you in other matters will be handled in accordance with this Agreement at our regular hourly rates unless otherwise agreed upon.

4. **Costs and Other Charges.** We will incur various costs and expenses in the normal course of performing legal services under this Agreement. Costs and expenses commonly include filing and recordation fees, court reporters' fees, computer legal research, messenger and other delivery services, postage, parking and other local travel expenses, telecopying, photocopying and other reproduction costs. You agree to pay transportation, meals, lodging and all other costs of any necessary travel by our personnel. You will be charged the hourly rates for the time we spend traveling, both local and out of town. You also agree to pay for charges such as expert witness fees, title insurance fees, consultant and investigator fees, and the like. Photocopying is currently billed at \$0.25 per page and motor travel at \$0.75 per mile. The Chapter 11 filing fee is \$1,738.00, which will be paid as part of the initial retainer.

5. **Billing Statements.** We will send you statements indicating fees and costs incurred and their basis, any amounts applied from the retainer, and any current balance owed. The billing statement will list the professionals who worked on your matter for that billing period with their hourly billing rates. Should you have any questions concerning any statement, we encourage you to discuss them with us so that we may have an opportunity to resolve any misunderstandings in a mutually agreeable manner. Statements are due on receipt. If a statement or fee award is not paid within 30 days of billing, late fees shall accrue on the unpaid balance at the rate of one percent (1%) per month. If legal action is taken to recover any amounts due under this Agreement, you agree to pay all our costs of collection, and an attorney's fees of one-third of the total amount due, even if the proceeding is brought by a member of the Firm on the Firm's behalf.

6. **Chapter 11 Filing.** The ultimate fees to be awarded the Firm for its representation of Client in the Chapter 11 case must be approved by the Bankruptcy Court. Interim applications for compensation and reimbursement of expenses will be filed by the Firm with the Bankruptcy Court to obtain authorization for further payment. Generally, interim applications are made on a quarterly basis, but may be submitted more or less often. You agree to pay any award of compensation upon the entry of a Court order authorizing such award.

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You agree that you shall perform fully and conscientiously all the statutory duties of the Debtor and Debtor in Possession under the Bankruptcy Code and shall timely comply with all reasonable requests for information or reports by the U.S. Trustee, any Creditor's Committee, and the Firm. These duties include, but are not limited to, gathering and reviewing all of the information necessary for filing a complete and accurate list of all assets, creditors, a schedule of executory contracts and unexpired leases, the Statement of Financial Affairs, and the Statement of Current Income and Expenses. Client acknowledges having received a Questionnaire assisting the Firm in completing such documents, and agrees to timely, completely, and accurately complete the Questionnaire.

7. **Discharge and Withdrawal.** You may discharge us at any time and, once your case is filed, we may withdraw from your representation only after approval by the Court. Reasons for our withdrawal include, but are not limited to, your breach of this Agreement, your failure to pay our bills as they become due, your refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing representation of you unlawful, unethical or impracticable.

When our services conclude, all unpaid charges will immediately become due and payable. At such time, we will, upon written request, deliver your file to you along with any funds or property of yours in our possession. The work product produced in the course of our representation will remain our property. Upon cessation of our active involvement in any particular matter, even if we continue to represent you in other matters, we will have no duty to inform you of future developments, deadlines or changes in the law.

8. **Disclaimer of Guarantee; Risks.** Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter that we are handling on your behalf. Our comments about the outcome of matters pertaining to you are expressions of opinion only. There are risks in filing for bankruptcy, including the possible liquidation or loss of property. You also understand that the bankruptcy law is subject to different interpretations and that there are inherent risks in how Courts will apply various provisions. In a Chapter 11 case you cannot dismiss your case without prior Court approval, and the case can be converted to Chapter 7 without your approval.

9. **Entire Agreement.** This letter contains all of the terms of the agreement between us applicable to our representation and may not be modified except by a written agreement signed by both of us. There are no promises, terms, conditions or obligations applicable to our representation hereunder, except as expressly set forth in this Agreement, and the terms hereof supersede any previous oral or written agreements between us with respect to our representation hereunder.

10. **Effective Date.** Please confirm that this letter accurately reflects our agreement, and that you understand and waive any potential conflicts of interest, by signing the duplicate copy of this Agreement and returning it to us along with your retainer amount stated above. The representation covered by this Agreement commences only upon the receipt by this office of such items.

If you have any questions concerning the provisions of this Agreement, please do not hesitate to call me. We look forward to the privilege of working with you.


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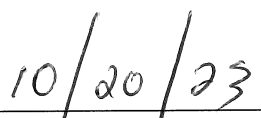
Very truly yours,

CIBIK LAW, P.C.

By: 
Michael A. Cibik, Esq.

UNDERSTOOD AND AGREED TO:


Tri-State Paper, Inc.
By: John Pataccio, President


Date